No. 80-2078

IN THE

Supreme Court of the United States

OCTOBER TERM 1980

DAMES & MOORE, a partnership,

Petitioner,

—vs.—

DONALD T. REGAN, THE SECRETARY OF THE TREASURY OF THE UNITED STATES OF AMERICA, and THE UNITED STATES OF AMERICA,

Respondents,

—and—

ISLAMIC REPUBLIC OF IRAN and ATOMIC ENERGY ORGANIZATION OF IRAN,

Intervenor-Respondents,

—and—

BANK MARKAZI IRAN,

Intervenor.

BRIEF OF INTERVENOR-RESPONDENT ATOMIC ENERGY ORGANIZATION OF IRAN

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Question Presented

Whether Petitioner's claims against Intervenor-Respondents are sufficiently different in kind or status to take them outside the indisputable authority of the President to settle foreign claims as part of his control of foreign relations?

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BRIEF OF INTERVENOR-RESPONDENT ATOMIC ENERGY ORGANIZATION OF IRAN

Intervenor-respondent the Atomic Energy Organization of Iran ("AEOI") submits this brief on the merits and respectfully prays that the judgment below dismissing the complaint be affirmed. AEOI, an instrumentality of the Iranian government, is a defendant in the underlying suit for breach of contract pending in the United States District Court for the Central District of California (the "Underlying Action").*

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* *Dames & Moore* v. *Atomic Energy Organization of Iran et al.*, 79 Civ. 4918 (LEW) (C.D. Cal).

Statement of the Case

In this case (styled the "Action Below" to distinguish it from the Underlying Action), Petitioner seeks to bar the President from implementing certain provisions of the Algerian Declarations entered into by the United States and Iran to resolve the recent international impasse. Those provisions would suspend further litigation of the Underlying Action, vacate and nullify any and all prejudgment attachments or post-judgment executions obtained by Petitioner in the Underlying Action and remit Petitioner's claim asserted in the Underlying Action, together with the several hundred other claims pending against Iranian entities, to an international arbitration tribunal whose awards would be secured at the outset by a deposit of $1 billion. Because other parties will brief issues involving presidential power in greater detail, this brief will focus on the nature of Petitioner's claim and its procedural status in the Underlying Action in order to provide a context in which to view Petitioner's contentions made in the Action Below.

The Underlying Action (Complaint, A-25)* asserts a claim for breach of a contract executed on December 8, 1977 by AEOI and Dames & Moore International, S.R.L., a Venezuelan corporation with its principal place of business in Tehran, Iran (hereinafter "Dames & Moore International"). Contract, A-38. Petitioner claims to own Dames & Moore International and to hold an assignment of its claim against AEOI that is the subject of the Underlying Action. Complaint ¶¶ 11, 14, A-28.

Under the contract, Dames & Moore International was to provide geological and earth science consulting services

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* References to the appendix to this brief appear as "A- ." References to Petitioner's Appendix to the Petition for a Writ of Certiorari appears as "PA- ."

to AEOI in the selection of an appropriate site in Iran for the location of a nuclear power reactor. Certain of the work was performed, but in June, 1979, after the commencement of the Iranian revolution, AEOI exercised its unilateral right of termination of the agreement giving rise to the claims asserted in the Underlying Action. Complaint ¶ 23, A-30.

No litigation was commenced by Petitioner or by Dames & Moore International with respect to the terminated contract until well after the dramatic events that occurred in Tehran during early November 1979. As is well known, on November 14, 1979, President Carter blocked transfer of all Iranian assets within the control of the United States. Exec. Order No. 12,170, 44 Fed. Reg. 65,729 (Nov. 15, 1979). The Treasury Department issued regulations which declared "null and void" any injunctions, judgments, liens and other similar relief against property in which Iran or its entities had an interest without first obtaining a license.* 31 C.F.R. §§ 535.203, 535.502 (1979). Treasury regulations did permit judicial proceedings to be commenced and maintained, including the securing of prejudgment attachment orders, provided that the litigation did not go to final judgment or execution against the attached property. 31 C.F.R. § 535.504 (1979). Hundreds of lawsuits against Iranian entities were commenced soon thereafter.

The Underlying Action was filed against AEOI, the Islamic Republic of Iran ("Iran") and 28 Iranian banks on December 19, 1979, one month after President Carter had blocked the Iranian assets. Petitioner obtained several orders of *ex parte* pre-judgment attachment (A-3, Items 13, 14, 19; A-4, Item 28) directed at the already blocked

* Such a license has never been sought or obtained by Dames & Moore.

assets of Iranian entities located within the jurisdiction of the district court. No assets of AEOI have been attached, and as far as is known none are within the United States.

The complaint sets forth causes of action for breach of contract, account stated and *quantum meruit* and seeks damages of nearly $3.5 milion plus interest. None of the Iranian banks joined as defendants were parties to the contract. Indeed, they were strangers to the transaction. In the Underlying Action, as in countless other cases filed throughout the country, the Iranian banks were joined and their assets and deposits sought to be attached on the theory that all Iranian entities are the same.

Management of what soon became known as the "Iranian Assets Litigation" (complete with its own Iranian Assets Litigation Reporter) became a difficult task. The Underlying Action was, of course, only one of more than 400 actions commenced against Iran or its governmental entities in the state and federal courts. Attempts to consolidate common issues of law and fact were largely unsuccessful. Two motions to the Judicial Panel on Multidistrict Litigation to transfer to the Southern District of New York the Underlying Action with other similar actions were denied. Motions to stay the Underlying Action pending a determination of these separate motions to transfer were also denied. A-5, Item 35; A-8, Item 60.

Notwithstanding that the Underlying Action and all other Iranian cases were progressing in the very midst of a continuing international crisis, the district court refused the requests of the United States government to stay the proceedings. Suggestions of Interest were filed at several stages in the proceedings in an effort to convince the district court that continued prosecution of the litigation would hamper State Department efforts to bring an end

to the impasse through diplomatic means. A-3, Item 21; A-8, Item 71; A-10, Item 91; A-19, Item 155.

As the diplomatic impasse continued, developments outside the courtroom made defense of the Underlying Action increasingly difficult. On April 7, 1980, President Carter ordered the withdrawal of the Iranian diplomatic corps from the United States and closed the Iranian Embassy. A ban on travel between Iran and the United States was placed in effect. Exec. Order No. 12,211, 45 Fed. Reg. 26,685 (April 21, 1980). Communications, difficult under ordinary circumstances, were often made more so by the unavailability of Iranian representatives with whom to confer and by the virtual impossibility of travel between the two countries. These difficulties were compounded by the outbreak of war between Iran and Iraq. In the circumstances, lawyers defending Iranian entities like AEOI in hundreds of lawsuits found defense of the litigation difficult at best and often impossible.

It is in this context that the Underlying Action pressed forward. During the first six months of 1980, activity in the litigation focused on Petitioner's successful efforts to obtain attachments and to oppose the attempts of the defendants and the United States to obtain stays. A-4, Items 30, 31; A-7, Item 58. During August and September 1980, the Iranian Banks filed motions to dismiss for lack of jurisdiction. A-8, Item 67; A-9, Item 78. These motions were adjourned at Petitioner's request to provide Petitioner an opportunity to seek discovery. A-9, Items 80, 82.

In early December 1980, as the diplomatic impasse reached its apogee, Petitioner sought an order compelling answers to interrogatories, production of documents and the appearance of certain AEOI officers at depositions to be held either in the United States or in England. A-11,

Item 99. Of course, during late December 1980 and early January 1981, compliance with discovery demands was impossible. Petitioner's motion was nonetheless granted at a magistrate's hearing on December 30, 1980, and a formal order was filed on January 14, 1981. A-14, Item 120; A-17, Item 139. AEOI moved to reconsider, and a hearing was set for March 16, 1981. A-20, Item 159. Although without the benefit of discovery, Petitioner opposed the banks' motions to dismiss. Those motions were denied out of hand by the district court on January 20, 1981, one day after the voluminous papers were submitted. A-19, Item 148.

It was on January 19, 1981, that the United States and Iran reached the diplomatic accord that brought an end to the fourteen-month international impasse. Principals for both countries initialled the Algerian Declarations providing, *inter alia*, for (i) the return of the fifty-two Americans from Iran; (ii) the return to Iran within six months of all Iranian assets frozen in the United States by President Carter's November 14, 1979 blocking order; (iii) the establishment of an international claims tribunal to hear the remaining claims of United States nationals against Iran and its governmental entities; (iv) the establishment by Iran of an escrow fund initially of $1 billion, not to fall below $500 million at any time, to secure payment of arbitration awards; and (v) termination of all suits pending in all courts in the United States against Iran and its governmental entities. PA-21-35.

The signing of the Algerian Declarations was followed by a series of Executive Orders by which President Carter revoked all previous licenses and prohibited all persons from thereafter acquiring or exercising any right, power or privilege, by court proceeding or otherwise, with respect to Iranian assets. PA-36-51. The Executive Orders were

in furtherance of the major objectives of the claims settlement provisions of the Declarations which were:

> "to terminate all legal proceedings in United States courts involving claims of United States persons and institutions against Iran and its state enterprises, to nullify all attachments and judgments obtained therein, to prohibit all further litigation based on such claims, and to bring about the termination of such claims through binding arbitration." PA-22.

Apparently dissatisfied with the prospect of proceeding to an international arbitration with any and all jurisdictional defenses removed, Petitioner accelerated the pace in the Underlying Action on January 27, 1981, by filing a motion for summary judgment against AEOI and Iran returnable February 17, 1981. A-19, Item 149. In documents filed eight days after the Algerian Declarations were executed, Petitioner baldly claimed in its memorandum supporting the motion that "[t]he facts here are not in dispute" (despite contrary recitals made to justify its motion to compel discovery) and urged entry of final judgment for the total amount of its claim. Coupled with its summary judgment motion was a motion seeking to prohibit defendants from opposing the motion because—despite the swirl of diplomatic events in December 1980 and January 1981, the difficulties of transportation and communication and Iran's war with Iraq—AEOI had not yet produced witnesses for a deposition. On January 29, 1981 the United States filed a third Statement of Interest asking the district court (as it did in most other pending cases) to stay further proceedings until February 26 to allow President Reagan and the new administration time to review the Declarations and the Executive Orders. A-19, Item 155.

The district court refused the stay requested by the United States government, and Petitioner refused to stipulate to any extension of time to respond to its motions. AEOI and Iran moved for an order continuing the summary judgment hearing until March 16 to provide time to try to adequately prepare to oppose the motion, to allow President Reagan to promulgate regulations concerning the Algerian Declarations and to permit the Justice Department to file with the court a statement or motion regarding the position of the United States with respect to all pending suits, including the Underlying Action. A-19, Item 154.

This first request for a month's extension of time was denied by the district court on February 6. A-20, Item 160. The result was that the only possible opposition AEOI could mount on the return date, February 17, was oral argument from the factual record created by Petitioner. The district court granted summary judgment the following day and entered 46 of the 48 separate findings of fact and conclusions of law proposed by Petitioner virtually without change. A-20, Items 162, 163. AEOI and Iran have filed a timely notice of appeal. A-21, Item 175.

Immediately thereafter, Petitioner filed the California judgment in two counties in the State of Washington where assets belonging to other Iranian entities were located. PA-15. A third filing was made March 5, a week after President Reagan announced adherence by the new Administration to the Algerian Declarations and published regulations enforcing their terms. PA-17. Writs of garnishment and execution upon the property followed within days, and at least one sheriff's sale was scheduled.

Racing against the deadline for the transfer of Iranian assets back to Iran called for in the Algerian Declara-

tions and Treasury regulations, Petitioner filed the Action Below on April 28, 1981. PA-1-87. The complaint sought declaratory and injunctive relief on the grounds that the President was without power to affect Petitioner's judgment, attachments and right to execute on its judgment in the Underlying Action.

On May 14, 1981, the United States moved to dismiss the complaint in the Action Below on the ground that it failed to state a cause of action and sought to stay execution of the judgment in the Underlying Action and to vacate the attachments obtained. PA-88. Petitioner opposed those motions and moved for a preliminary injunction prohibiting interference with its enforcement efforts. In an order dated May 28, 1981 and entered June 4, 1981 (PA-106), the district court granted the government's motions, denied Petitioner's motion and stayed the judgment and vacated the attachments in the Underlying Action. It is this order which is now before this Court.

This, then, was the genesis of the "legally enforceable claims" and "attachment liens and judgment liens imposed by process of United States courts" which Petitioner urges are beyond the foreign relations powers of the President. Petition for a Writ of Certiorari at i.

Petitioner appealed to the Ninth Circuit and thereafter, on June 10, petitioned this Court for a writ of certiorari. On June 11, 1981, certiorari before judgment was granted, the motion of AEOI and Iran to intervene as respondents was granted and the motion of Bank Markazi Iran to intervene was also granted.

Summary of Argument

Petitioner's claim to Iranian assets in this case is no different in kind or status from those claims that have historically been subject to disposition pursuant to the President's broad powers over foreign relations. The claim here is in competition with the rights of a foreign government. Moreover, the claim was settled in the context of a larger diplomatic accord entered into by the President acting pursuant to his sole responsibility over foreign affairs. The claim, though reduced to judgment and secured by attachments, remains non-final and of questionable validity because of the circumstances of which Petitioner took advantage. These characteristics of Petitioner's claim make it indistinguishable from those considered by the Court in *United States* v. *Pink* and *United States* v. *Belmont* to be within the control of the President.

ARGUMENT

Petitioner's Claims Are No Different From the Claims That Have Historically Been Subject to Presidential Action.

The power of the President to control the foreign affairs of the United States is beyond question. This Court thoroughly considered the power of the President to settle the claims of individual claimants against foreign governments in *United States* v. *Pink*, 315 U.S. 203, 229 (1942), and said that settlement of claims

> "certainly is a modest implied power of the President who is the 'sole organ of the federal government in the field of international relations.' . . . Effectiveness in handling the delicate problems of foreign relations requires no less. Unless such a

> power exists, the power of recognition might be thwarted or seriously diluted. No such obstacle can be placed in the way of rehabilitation of relations between this country and another nation, unless the historic conception of the powers and responsibilities of the President in the conduct of foreign affairs . . . is to be drastically revised. It was the judgment of the political department that full recognition of the Soviet Government required the settlement of all outstanding problems including the claims of our nationals. Recognition and the Litvinov Assignment were interdependent. We would usurp the executive function if we held that that decision was not final and conclusive in the courts." *Id.* at 229-230.

Justice Frankfurter commented in his concurring opinion: "That the President's control of foreign relations includes the settlement of claims is indisputable." *Id.* at 240. *See also United States* v. *Belmont*, 301 U.S. 324 (1937); *Ozanic* v. *United States*, 188 F.2d 228, 231 (2d Cir. 1951) ("The continued mutual amity between the nation and other powers again and again depends upon a satisfactory compromise of mutual claims").

Conceding as it must this well-settled concept of presidential power, Petitioner argues that it is somehow different from the many others whose claims have been settled in the interest of foreign policy objectives. It seeks to paint the President's claims settlement powers into a historical corner with the following analysis :

1. In the 1930's and 1940's, when a foreign state had absolute immunity, the President's assistance was indispensable in order to obtain settlement of claims;

2. Even later, when immunity was read more restrictively, the President's intercession in claims disputes was

still necessary because execution upon judgments obtained against foreign states was unusually difficult at best, if not impossible;

3. Today, however, where both a judgment and assets to execute upon have been secured in this country, the President's help is not needed.

Petitioner's arguments, however, misinterpret the scope and purpose of Presidential power over foreign affairs. The President is empowered to deal with claims in the context of an international crisis not for the sole purpose of bestowing a benefit upon the claimants but for the purpose of benefitting the country as a whole. The effect on claims, whatever it may be, is incidental to whatever foreign affairs ends the President in his sole discretion may choose. To assert that these global foreign affairs objectives must be subservient to the commercial claims of Petitioner is surely the tail wagging the dog.

This broad foreign affairs authority has been firmly established by this Court. *United States* v. *Pink, supra; United States* v. *Belmont, supra.* Contrary to the attempts of Petitioner to dissociate itself from the clear import of the Court's rulings in those cases, this case is no different. Here, as on prior occasions, a claim against a foreign governmental entity was settled by the President exercising his role as "sole organ of the federal government in the field of foreign relations" in the course of resolution of larger issues of world diplomacy.

First, like *Pink* and *Belmont,* this case involves competing claims of private claimants to the assets of a foreign governmental entity. In *Pink*, the claimants, private creditors who had filed attachments, sought recovery of assets formerly held by the New York branch of a private Russian insurance company and later obtained by the New

York State Superintendent of Insurance for distribution to creditors. The assets were also claimed by the Soviet Union pursuant to a decree nationalizing the assets. The private claims were in the process of liquidation by the Superintendent when the United States and the Soviet Union entered into the so-called Litvinov Assignment by which, *inter alia*, the Soviet Union assigned to the United States all of its rights in the disputed assets. The assignment was part of the diplomatic agreement whereby the United States recognized, after some fifteen years, the government of the Soviet Union.

The United States brought suit against the Superintendent of Insurance to release the assets to it instead of distributing them to the private claimants. This Court, following its decision in *United States* v. *Belmont, supra* (also involving the Litvinov Assignment), held that the United States was entitled to the assets because of the plenary power of the President in the field of foreign relations, which included the settlement of claims.

Second, as in *Pink*, the settlement of the claims in this case was part of a larger solution to an international and foreign affairs matter over which the President had exclusive responsibility and control. Here, the private claimant* seeks recovery against Iranian entities in a dispute that has since been suspended in the interest of resolution of the international impasse. The delicacy of the foreign

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* It is not at all clear that the district court has jurisdiction of this case to begin with. Although the Petitioner is an American partnership, Petitioner's assignor is a Venezuelan company registered in Iran. Even if this is not a case involving aliens as to which the federal courts may lack subject matter jurisdiction, *Mossman* v. *Higginson*, 4 U.S. (4 Dall.) 12 (1800); *Verlinden B.V.* v. *Central Bank of Nigeria*, C.A. No. 80-7413 (2d Cir. April 16, 1981), it may be subject to dismissal under the Foreign Sovereign Immunities Act. If this Court does not affirm the Action Below, these issues will have to be litigated and determined.

policy issues sought to be resolved by Presidents Roosevelt and Carter in each situation is readily apparent. In neither case was the settlement of the claims directly related to the foreign policy objectives that each President sought to achieve. Yet in both cases the settlements reflected the judgment of the executive branch that the treatment given to the claims was in the interest of broader national objectives.

Indeed, in this case the claims were not settled or released at all but were merely referred to a claims tribunal for further disposition on the merits. Moreover, the arbitration awards are secured by a $1 billion escrow fund. Thus, in the pursuit of the foreign policy goals in this case, President Carter secured more for the Petitioner here than President Roosevelt did in *Pink*.

Third, the strength of the claims here is no better than that of the claims in *Pink*. *Pink* involved liquidated claims to the assets of an insurance company. Although Petitioner would have this Court believe that its summary judgment as secured by its several attachments is on a higher plane, an examination of the circumstances under which it came about demonstrates that it is no different. The litigation was pressed forward by Petitioners in the thick of a diplomatic impasse. Communication between the American lawyers and their Iranian clients was extremely difficult. Transportation was forbidden, making face-to-face lawyer-client contact impracticable. Iran's war with Iraq made coordination of the defense of the more than 400 cases against Iranian governmental entities often impossible. Extensions of time were freely granted to Petitioners, but on the crucial motion for summary judgment extra time was denied to AEOI and Iran. No serious consideration has yet been given to the substantial jurisdictional and immunity defenses.

Securing the judgment with the attachments, moreover, was like shooting fish in a barrel once the blocking order was in place. Indeed, virtually none of the 400 cases was commenced and virtually none of the attachments was secured until the Iranian assets were safely anchored by the President within the boundaries of the United States. The irony, of course, is that the regulations that froze the assets also forbade entry of the judgment that Petitioner nevertheless sought and obtained. Petitioner seeks to reap the benefits of the President's foreign affairs powers exercised in blocking the assets, but shoulder none of the responsibilities and burdens associated with his resolution of the impasse.

Petitioner's non-final order of summary judgment and the attachments, made possible only because of the blocking order, rise to no more than the claims in *Pink*, and probably amount to less.

CONCLUSION

For all the foregoing reasons, the judgment in the Action Below should be affirmed.

Respectfully submitted,

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APPENDIX

Docket Entries

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
No. 79-04918 LEW (Px)

DAMES & MOORE, a partnership,

Plaintiff,

vs.

ATOMIC ENERGY ORGANIZATION OF IRAN, STATE AND GOVERNMENT OF IRAN, BANK MELLI IRAN, INDUSTRIAL CREDIT BANK, INDUSTRIAL AND MINING DEVELOPMENT BANK OF IRAN, INTERNATIONAL BANK OF IRAN, AGRICULTURAL DEVELOPMENT BANK OF IRAN, BANK MARKAZI IRAN, BANK OF TEHRAN AGRICULTURAL COOPERATIVE BANK OF IRAN, BANK BAZARGANI IRAN, BANK BIMEH IRAN, BANK IRANSHAHR, BANK DARIUSH, BANK KAR, THE BANK OF IRAN AND THE MIDDLE EAST, BANK OF OMRAN, BANK PARS, BANK RAFAH KARGARAN, BANK SADERAT IRAN, BANK SAKHTEMAN, BANK SANAYE IRAN, BANK SEPAH, BANK SHAHRYAR, BANQUE ETEBARATE IRAN, DEVELOPMENT AND INVESTMENT BANK OF IRAN, DISTRIBUTORS COOPERATIVE CREDIT BANK, THE FOREIGN TRADE BANK OF IRAN, IRANIANS' BANK, MORTGAGE BANK OF IRAN,

Defendants.

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Docket Entries

Date	*Proceedings*
12–19–79	1. Fld complt. Issd sums.
	2. Fld reqst & ord fr srvc by other than U.S. Marshal naming Artavaz Melikian or George Elberson. Case may be referred to magistrate Penne for disc.
12–20–79	3. Fld pltf's Dames & Moore, memo of P/A in supprt of ex parte applic for right to attach ORD and writ of attachmnt.
12–20–79	4. Fld pltf's Dames & Moore, affid of William R. McCrystal.
12–20–79	5. Fld pltf's applic for right to attach ord, ex parte, ord for iss of writ of attach agnst property of nonresidnt.
	6. Fld pltf's undertakng bond on attachmnt fr United Pacific Ins Co.
	7. Fld pltf's ex parte right to attach ord & ORD for iss of writ of attachmnt, Issd.
1–4–80	8. Fld pltf's additnl undertkg bond on attachmnt fr United Pacific Ins. Co. for $7,500.00.
	9. Fld pltf's ex parte ORD for iss of writ of attachmnt. Issd.
	10. Fld pltf's memo of P&A in supp of ex parte applic for iss of writ of attachmnt.
	11. Fld pltf's aff of William R. McChrystal.
	12. Fld pltf's ex parte applic for addtl writ of attachmnt.

Docket Entries

Date		*Proceedings*
12–20–79	13.	MIN ORD: ORD that the right to attach ord & ord for iss of writ of attachmnt be issd.
1–4–80	14.	MIN ORD: ORD approving the iss of an addi-tnl writ of attachmnt; pltf fld bond for $7,500.
2–4–80	15.	Fld pltf's memo of P&A in supp of ex parte applic for right to attach ord & ord for iss of a writ of attach.
	16.	Fld pltf's declar of Robert M. Perry in supp of applic for ex parte right to attch ord & ord for iss of a writ of attach.
	17.	Fld pltf's ex parte right to attach ord & ORD for iss of writ of attach.
	18.	Fld pltf's applic for right to attch ord & addl writ of attach.
2–4–80	19.	MIN ORD: that ex parte right to attach ord & ord for iss of writs of attach, residnt be Issd.
2–27–80	20.	Fld pltf's req & ord for serv of process by other than the USM, Nancy Miller.
3–10–80	21.	Fld USA's suggestn of interest.
3–20–80	22.	Fld pltf's applic for addtl writ of attch, ex parte & ord for iss.
	23.	Fld pltf's memo in supp of ex parte applic for ord for iss of writ of attch & addtl writ of attach
	24.	Fld pltf's declar of Jeffrey M. Hamerling in supp of applic for ex parte ord for iss of attachmnt.

Docket Entries

Date	*Proceedings*
	25. Fld pltf's declar of William R. McChrystal in supp of applic for ex parte ord for iss of writ of attachmnt.
	26. Fld deft's notc of mtn to stay proceedngs, memo of P&A & declar of Chris G. Gasparich rtnbl 4-7-80, 9 AM.
3–20–80	27. Fld pltf's ex parte applic & ORD that a writ of attachmnt shall not be availbl to the public until the USM has served Bank Saderat Iran w/writ of attachmnt issd tody. Fld UNDER SEAL ord for iss of writ of attachmnt.
	28. MIN ORD: ORD that ex parte right to attach ord & ord for iss of writs of attach (resident) be issd, & that they be seald until the writ is servd by USM.
3–31–80	29. Fld pltf's declar of James B. Thompson.
	30. Fld pltf's memo of P&A in oppos to mtn to stay proceedngs.
4–2–80	31. Fld pltf's declar of serv of memo of P&A in oppos to mtn to stay proceedngs.
4–3–80	32. Fld pltf's correctn of typographical error.
4– 4–80	33. Fld pltf's ex parte applic & ORD that pltfs may serv deft in this actn, other than the State & Gov't of Iran & Bank of Saderat Iran, by causing true & correct copies of the sms & complt

Docket Entries

Date	*Proceedings*
	34. Fld deft's suppl declar of Chris G. Gasparich in supp of mtn to stay proceedngs
4– 7–80	35. MIN ORD: Islamic Republic of Iran's mtn for ord staynq all proceedngs is DENIED
	36. Fld deft's notc of mtn & mtn for ord modifying right to attach ord & notc thereof rtnbl 5-5-80, 9AM
	37. Fld deft's memo of P&A in supp of mtn for ord modifying right to attach order
4–16–80	38. Fld rtn of serv of sms, servd Directr of the Office of Special Consular Serv on 4–11–80
4–22–80	39. Fld ORD denyng mtn of Islamic Republic of Iran to stay proceedngs
5– 5–80	40. Fld pltf's memo in oppos to mtn for ord modifying right to attach ord (PLACED UNDER SEAL)
4–30–80	41. Fld Stip & ORD cont hrg on mtn for ord modifying right to attach ord to 5–12–80, 9AM & oppos due 5–5–80
5– 7–80	LODGED deft's prop ord modifying right to attach ord & denyng establishng procedres frgrding attachmnt
5– 7–80	LODGED deft's prop ord settng specl hrg on motn for ord modifying rght to attacc ord
	42. Fld deft's certificate of svc of declar of Emiliano P. Reyes, Jr in suppt of motn to modfy attachmnt ord, rply memo of

Docket Entries

Date		*Proceedings*
		P&A in suppt of motn to modify right to attach ord, prop ord modifying right to attach ord & denying applic for ord establshng procs regrding attachmnt, ex parte applic for spec hrg on motn for ord modifying right to attach ord, declar of Peter Strong, & various othr docs by hand delivry
	43.	Fld deft's ex parte applic for spec hrg on mtn for ord modifyng right to attach ord RTNBLE 5–19–80
	44.	Fld deft's declar of Peter H. Strong in suppt of ex parte applic for spec hrg of motn for ord modifyng rght to attach ord
5– 7–80	45.	Fld pltf's amd proof of serv of ord establishng proc regard attach
	46.	Fld pltf's suppl memo in oppos to mot to modfy right to attach ord & obj to evi
5– 7–80	47.	Fld deft's declar of Emiliano P. Reyes, Jr. in supp of mtn to modfy attachmnt ord
	48.	Fld deft's reply memo of P&A in supp of mt to modfy right to attach ord
5–7–80	49.	Fld pltf's ex parte applic & ORD allwing pltfs memo in oppos to mtn of Bank Saderat Iran for ord modifyng right to attach ord to be pl under seal
5– 8–80	50.	Fld ORD settng special hrg on mtn for ord modifyng right to attach rtnbl 5–12–80, 9AM

Docket Entries

Date		*Proceedings*
	51.	Fld rtn of sms, sevd Bank Melli Iran on 4–19–80
	52.	Fld pltf's notc of doc under seal
5– 9–80	53.	Fld deft's certif of svc of ord settng spec hrg on motn for ord modifyng right to attach ord by hand delivery
5–12–80	54.	Fld ORD establsh procs regardng attachmnt as stated w/in ORD
5–16–80	55.	Fld deft's Bank Saderat Iran ANSWER TO COMPLAINT
5–12–80	56.	MIN ORD: deft's Bank Saderat Iran motn for ord modifying right to attach ord is DENIED
5–30–80	57.	Fld defts Bank Melli Irans notc of motn to stay proceedngs; memo of P/A; affid of D. Levitt
6– 9–80	58.	Fld pltf's oppos of Dames & Moore to mtn to stay proceedngs
6–12–80	59.	Fld deft's respons to mtn to stay proceedngs
6–24–80		LODGED pltf's prop ord denying mtn to stay proceedngs
6–19–80		PLACED IN FILE NOT USED pltfs ex parte applic for ord allowng in camera filng of docs
		PLACED IN FILE NOT USED pltfs ord establshng procdrs regardng attachmnt
		PLACED IN FILE NOT USED pltfs ord modifyng right to attach ord

Docket Entries

Date		*Proceedings*
6–23–80	60.	MIN ORD: deft Bank Melli Iran's mot to stay DENIED
7– 8–80	61.	Fld pltf's decl of srv of cmplt, sms, & Farsi translations of same, srvd Bank of Tehran on 4–8–80; Atomic Energy Organization of Iran on 4–9–80; & Distributors Cooperative Credit Bank on 4–10–80
7–10–80	62.	Fld ORD denyng mtn to stay proceedngs
7–18–80	63.	Fld rtn of proof of serv summs & complt serv to The Bank of Iran on 4–80
7–23–80	64.	Fld Stip & ORD ext ti to respond to complt to 8–11–80
8–15–80	65.	Fld bank defts' ANSWER TO COMPLAINT
8–15–80	66.	Fld deft Atomic Energy Org's ANSWER TO COMPLAINT
8–15–80	67.	Fld deft Bank Markazi Iran's ntc of mot & mot to dism; rtnbl 9–15–80, 9 am; decl of Gordon J. Johnson in sppt of mot to dism
	68.	Fld deft Bank Markazi Iran's memo of P&As in sppt of its mot to dism
	69.	Fld deft Bank Markazi Iran's appendix to memo of P&As in sppt of its mot to dism
8–20–80	70.	Fld USA memo in supp of suggestn of interest, cpy of declar of G. William Miller
	71.	Fld USA suggestn of interest
8–28–80	72.	Fld Stip & ORD ext ti to respond to complt to 8–15–80 (R)

Docket Entries

Date		*Proceedings*
8–28–80		Fld docs lodgd UNDER SEAL
8–29–80	73.	Fld Stip & ORD that defts mtn to dism is cont to 10–20–80, 9 AM & pltfs oppos due 9–29–80
9–17–80	74.	Fld plf's ntc of tkng depos of Bank Markazi Iran, on 9–26–80
	75.	Fld stip & ORD ext briefing dt to 10–6–80
9–25–80	76.	Fld defts ntc of appear of attys.
	77.	Fld Crt's ORD re early meeting rqmts & PTC set for 1–19–81, 1:30 pm
	78.	Fld cert Bank defts' ntc of mot & mot, rtnble 10–20–80, 9 am, to dsm; memo of P/As
	79.	Fld dclrtn Koomer in partl opp to plf's ex parte app to cnt hrgs & briefing schd on mots to dsm
	80.	Fld deft Bank Markazi Iran's rsp to ex parte app for ord cntg hrgs & briefing schdl
		LODGED Only Not Used, plf's ex parte app for ord cntg hrgs & briefing schdls on mots to dsm; memo of P/As; dclrtn Howard; proposed ord
10–15–80	81.	Fld cert Bank defts' ntc of mot & mot, rtnble 11–24–80, 9am, to be excused frm early meeting rqmts pend determ of mot to dsm; memo of P/As.
10–14–80	82.	Fld ORD cntg mots to dsm to 1–19–81.

Docket Entries

Date		*Proceedings*
10–22–80	83.	Fld pltf stat rpt re early mtg of cnsl purs to ert ord of 9–25–80 decl of Wm C. Schweinfurth
	84.	Fld deft Bank Markazi Iran's suppl stat rpt re early mtg of cnsl
10–24–80	85.	Fld pltf notc of mot & mot for ord confrmng svc on certn defts & for ord grtng ti to sve govt of Iran; memo of p&a in suppt thereof; decl of Jeffrey M. Hamerling, retnbl 11–24–80, 9am
	86.	Fld pltf decl of svc on Bank Saderat Iran LODGED pltf prop ord confrmng svc on cert defts & grtng ext of ti to 5–24–81 to sve govt of Iran LODGE ONLY NOT USED.
10–27–80	87.	Fld deft Bank Markazi Iran cert of svc of suppl stat rpt of Bank Markazi Iran re early mtg of cnsl
10–29–80	88.	Fld plft notc of tkng depo of F. Sahabi, pres of Atomic Energy Org. of Iran on 11–12–80
	89.	Fld pltf notc of tkng depo of Dr. A.A. Nowroozi of Atomic Energy Org of Iran on 11–10–80
	90.	Fld pltf notc of tkng depo of Atomic Energy Org. of Iran on 11–17–80.
10–31–80	91.	Fld stmt of the US in fur suppt of its sugg of interest

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Date		*Proceedings*
11–7–80	92.	Fld deft Bank Markazi Iran memo of P&A in oppo to pltf's mot for ord that svc of complt be deemed made
	93.	Fld memo of P&A of certain bank defts in oppo to mot for ord confirmng svc.
11–12–80	94.	Fld Stip & ORD ext ti for deft Bank Markazi Iran & Commercial Bank to fi resp to pltf's mot for ord confirmng svc to 11–18–80
	95.	Fld pltf's memo w/respect to mot of certain bank defts to be excused frm early mtg requiremnt pndg determinatn of their mot to dism
11–18–80	96.	Fld pltf reply to memoranda in oppo to mot for ord confirming svc
11–24–80	97.	Fld deft Atomic Energy Org of Iran's joinder in oppo to mot for ord confrming svc
	98.	MIN ORD: Hrg on mot of certain bank defts to be excused frm early mtg requiremts pndg determination of their mot to dism; mot GRANTED.
12–1–80	99.	Fld pltf notc of mot & mot for an ord compellng certain defts to ans interrogs, prod docs & attend depos; memo of P&A; decls of Wm C. Schweinfurth & Jeffrey M. Hamerling in sppt thereof, rtnbl 12–30–80, 10 am, crtrm L.

Docket Entries

Date		*Proceedings*
		Fld pltf's exhs in sppt of oppo to mots to dism (auth sect)
		Fld pltf's exhs in oppo to mots to dism
	100.	Fld pltf's affs & decls in sppt of oppo to mots to dism
	101.	Fld pltf's memo of P&A in oppo to mots to dism of Bank Markazi Iran & certain bank defts, rtnbl 1–19–81, 9 am, crtrm 4. LODGED pltf prop Ord re svc of process. LODGE ONLY NOT USED.
12–3–80	102.	Fld pltf's amded decl of svc re oppo to mots to dism & spptng docs
12–4–80		LODGED pltf's prop ord re svc of process
12–2–80	103.	Fld bank defts' applic & ORD (LEW) allowng Michael S. Oberman to app as non-res atty, desig Michael D. Koomer as local cnsl.
	104.	Fld bank defts' applic & ORD (LEW) allowng Greg A. Danilow to app as non-res atty, desig Michael D. Koomer as local cnsl.
12–2–80	105.	Fld bank defts applic & ORD (LEW) allowng Daniel P. Levitt of Kramer, Levin, Nessen, Kamin & Soll, 919 Third Ave., New York, NY 10022 to app as non res atty & desig Michael D. Koomer as local cnsl.

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Date		*Proceedings*
12–4–80	106.	Fld ORD (LEW) of crt re assignmt of all fur dscvy mttrs to US Magistrate, ref to Mag. Penne. Cnsl ntfd.
12–5–80	107.	Fld ORD (P) re opposed mots & objs involvng depos & dscvy. Pltf's mot for ord compelling certain defts to ans interrogs fld 12–1–80 will be hrd 12–30–80, 10 am. Attys notified.
12–10–80	108.	Fld proof of srvce on Govt. of Iran.
12–15–80	109.	Fld certain bank defts memo of P&A in oppo to mot compel ans to interrogs & prod of docs.
12–16–80	110.	Fld Stip & ORD (LEW) re brfg sched on mot to dism of certain bank defts, reply due nlt 1–5–81.
	111.	Fld ORD (LEW) tht svc is confirmed as to defts Bank Melli Iran & Bank of Iran & the Middle East; defts Atomic Energy Org. of Iran, Bank Melli Iran, Bank of Tehran, & Distributors Cooperative Credit Bank; Bank Saderat Iran, except as set forth, mot confirming svc DENIED. Any deft not yet svd (othr than deft State & Govt of Iran) may be svd purs to alt svc proc set forth in Judge Duffy's opinion & ord in New England Merchants Natl Bank v. Iranian Power & Transmission Co, 79 Civ 6380 (KTD) (S.D.N.Y.) 6–4–80

Docket Entries

Date		*Proceedings*
	112.	Fld deft Atomic Energy Organization of Iran's memo of P&A in oppo to Pltf's mot to compel attendance at depo; rqst for prot ord; decl of Wm W. Schofield
12–15–80	113.	Fld deft Bank Saderat Iran memo of P&A in oppo to mot to compel dscvy.
12–24–80	114.	Fld deft Bank Saderat Iran stip w/ Dames & Moore re pltf mot to compel dscvy
12–16–80	115.	Fld Stip & ORD (P) ext ti for deft Bank Saderat Iran to sve & fi oppo to pltf mot to compel certn defts to ans interrogs, etc to 12–15–80 & ti for pltf to fi its reply to 12–22–80
12–30–80	116.	Fld ltr frm Tuttle & Taylor to Mag. Penne, dtd 12–23–80.
	117.	Fld ltr frm Pacht, Ross, Warne, Bernhard & Sears, Inc. to Mg. Penne, dtd 12–24
	118.	Fld pltf decl of Jeffrey M. Hamerling re svc of sms & complt.
1–2–81	119.	Fld pltf rqst for clarificatn of ord re PTC
1–5–81		LODGED pltf's prop ord
12–30–80	120.	MIN ORD: Hrg on pltf's mot to compel dscvy held. Crt ORDS tht Dr. A.A. Nowroozi & F. Sahabi of Atomic Energy Org of Iran attend depos as noted by plt in London, England. Rqst of Atomic Energy Org tht pltf

Date	*Proceedings*
	pay cost of transportatn DENIED; person desig by Atomic Energy Org of Iran to testify on mttrs described in notc of tkng depo svd 10–29–80 shll attend depo in London as noted by pltf; deft Bank Saderat Iran shll meet & confer for purp of resolvng iss & pltf shll have right to fi mot to compel dscvy in acc w/L/R 3.15 if agreemt not reached; w/resp to certain bank defts, cnsl shll meet & conf for pur of resolvng iss pltf shall have right to sve new interrogs cov iss on which they are unable to agree. Cnsl to meet on 1–6–81 & pltf has to 1–8–81 to fi mot to compel dscvy. Cnsl for certn bnk dfts have to 1–12–81 to fi oppo & hrg on such mot, if any, set for 1–14–81, 10 am; & fur ORD tht cnsl for pltf shll prep crt's frml ord in acc w/L/R 7(a).
1–5–81	121. Fld deft Bank Markazi Iran aff of Gorden J. Johnson & exhs to reply memo of P&A in sppt of its mot to dism.
1–5–81	122. Fld deft Bank Markazi Iran reply memo of P&A in sppt of its mot to dism.

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Date		*Proceedings*
	123.	Fld pltf's notc of tkng depo of Mr. F. Sahabi, Pres of Atomic Energy Org of Iran on 1-15-81.
	124.	Fld pltf's notc of tkng depo of the Atomic Energy Org. of Iran on 1-16-81.
	125.	Fld pltf's decl of svc of notcs of tkng depo.
	126.	Fld pltf's notc of tkng depo of Dr. A. A. Nowroozi of Atomic Energy Org. of Iran on 1–14–81.
1–6–81	127.	Fld certain bank defts reply memo of P&A in sppt of mot to dism
1–8–81	128.	Fld pltf's notc of motn & motn to compel ans to interrogs & reqs for productn of docs retnbl 1-14-81, 10 AM; memo of P&As; declaratn of Jeffrey M. Hamerling in suppt thereof
1–9–81	129.	Fld suppl memo & aff in sppt of U.S.'s suggestion of int.
	130.	Fld Stip & Ord (LEW) ext ti for deft Bank Markazi Iran to file & sve reply to pltf's oppo to mot to dism to 1-5-81.
	131.	Fld Stip & Ord (LEW) ext ti for deft Islamic Republic of Iran to ans or resp to complt to 2–3–81.
1–12–81	132.	Fld certain bank defts memo of P&A in oppo to mot to compel ans to interrogs & prod of docs

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Date		*Proceedings*
1–12–81	133.	Fld memo of P/A of certain Bank defts in opp to mot to compel ans to interogs & prod of docs
1–13–81	134.	Fld pltfs reply memo in suppt of pltfs mot to compel discov
	135.	Fld certification of duplicate recording of procs had bf mag on the 12-30-80
	136.	Fld pltfs supplm memo of P/A of pltf Dames & Moore in opp to mots to dism of Bank Markazi Iran & of certain Bank defts declar of J. M. Hamerling
1–14–81	137.	Fld prae of 1 cassette recording of procs bf Mag. Penne on 12-30-80
	138.	MIN ORD: Hrg on pltf's mot to compel dscvy held. Crt ORDS certain bank defts to sve on pltf on or bef 2-13-81 any objectns to spec interrogs & rqst to prod docs, pltf & certain bnk defts to meet & conf on or bef 2-17-81 to resolve or narrow objectns by certain bnk defts; tht if prtys are unable to resolve all of objectns by stip, pltf shll file new mot to compel & stip reqd by L/R 3.15 on or bef 3-3-81. Hrg on mot to compel set for 3-12-81, 10 am & fur ORD tht pltf's cnsl prep fml ord.
1–14–81	139.	Fld ORD (P) re dscvy mttr. W/respct to AEOI, mot to compel attndnce at depos GRANTED, Pltf has right to proceed w/ dscvy w/respct to BSI, & shll meet w/cnsl for certain bank defts. Pltf's mot for relief frm Rule 3.15 grtd.

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1–15–81	140.	Fld ORD (P) re dscvy mttr (#2) tht pltf has right to conduct dscvy on jurisdctl facts, certain bank defts to sve pltf on or bef 2-13-81 objectns to spec interrogs & rqsts for prod of docs, prtys to meet & confr on or bef 2-17-81 purs to L/R 3.15, If certn bank defts objectns are unresolved by stip, pltf shll fi new mot to compel w/stip on or bef 3-3-81, hrg to be held 3-12-81, crtrm L.
1–16–81	141.	Fld pltf's notc of mot & mot for cont of PTC set for 1-19-81; memo of P&A in sppt thereof, rtnbl 1-19-81, 9 am.
	142.	Fld ORD (LEW) shrtng ti re mot for cont of PTC
	143.	Fld pltf's ex parte applic for ord shrtng ti re mot for cont of PTC; memo of P&A in sppt thereof
1–19–81	144.	MIN ORD: Certn bnks' mot to dism submittd. PTC contd to 5–18–81, 1:30 pm.
1–21–81		LODGED pltf's prop ord grtg pltf's mot to cont PTC
	145.	Fld pltf's decl of svc of ord.
	146.	Fld pltf's decl of svc of ord.
1–20–81	147.	Fld applic & ORD (LEW) allowng Simon Taylor to app as non-res atty & desig Peter H. Strong as local cnsl. for Bank Markazi Iran.

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Date		*Proceedings*
1–20–81	148.	Fld ORD (LEW) den. mots to dsm of defts Bank Markazi Iran & certn bnk defts
1–27–81	149.	Fld pltf's notc of mot & mot for S/J agnst defts Atomic Energy Org. of Iran; notc of mot & mot to prohibit intro of evid; memo of P&A in sppt thereon; rtnbl 2–17–81, 9am.
	150.	Fld pltf's decl of Robert M. Perry.
	151.	Fld pltf's aff of Robert R. Blickwedehl.
	152.	Fld pltf's decl of Jeffrey M. Hamerling.
		LODGED pltf's prop fndgs of fact & concls of law.
		LODGED pltf's prop S/J. LODGE ONLY NOT USED.
1–28–81	153.	Fld ORD (LEW) grtg pltf's mot to cont PTC to 5–18–81, 1:30 pm.
2–3–81	154.	Fld defts Islamic Republic of Iran & Atomic Energy Org of Iran's ex parte app for ord cntg hrg on pltf's mot for S/J; decl of Wm. W. Schofield.
		LODGED defts' prop ex parte ord cntg hrg dte on mot for S/J.
1–29–81	155.	Fld USA's stmt of int
2–3–81	156.	Fld deft Islamic Republic of Iran's ANSWER TO COMPLAINT.
	157.	Fld pltf's memo in oppo to ex parte applic for ord cntg hrg on pltf's mot for S/J.
2–4–81	158.	Fld rtn receipt frm Industrial Credit Bank, Ateshkaden Ave., Tehran, Iran, cert. No. 1781188, 4–8–80.

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Date		*Proceedings*
	159.	Fld deft Atomic Energy Org. of Iran notc of mot to reconsidr & vac dscvy ord & for relief frm L/R 3.15; memo of P&A; decl of Wm. W. Schofield, rtnbl 3–16–81, 9 am.
2–6–81	160.	Fld defts ex parte prop ord. cntg hrg dte on pltf's mot for S/J, DENIED by LEW
	161.	Fld deft's Atomic Energy Organization of Iran notc of chg of hrg dte (Dscvy mttr) to 3–16–81, 9 am.
2–18–81	162.	Fld pltf's fndgs of fact & concls of law (LEW).
	163.	Fld Judgmt & ORD (LEW) grtg pltf's mot for S/J agnst defts Atomic Energy Org. of Iran & State & Govt of Iran. Pltf shll hv jdgmt agnst said defts in amt of $3,788,930.79 (which incl interest to 1–31–81 at contract rte of 6% in amt of $351,377.77) + int after 1–31–81 at 6% in amt of $565. per day. (ENT 2–18–81) Mld cpys & notc to prtys. Crtfd 10 cpys to pltf
2–19–81	164.	Fld pltf's notc of tking depo of deft Bank Saderat Iran on 2–23–81.
3–9–81	170.	Fld pltf's notfctn of clerical error re dscvy mot fld 3-3-81.
3–10–81	171.	Fld certn bank defts memo of P&A in oppo to mot to cmpl.

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Date		*Proceedings*
3–12–81	172.	MIN ORD: Hrg on pltf's mot to cmpl dscvy fld 3-3-81. Crt hrs stmts of cnsl & (P) govt's arg in sppt of rqst to stay procdngs, denying said rqst. & grtg mot to cmpl. Crt ORD that interrogs be ans & docs be prod on or bf 4-1-81. Crt fur ORD tht pltf's mot for sanctns is denied; tht if pltf has objectns to ans specific interrogs or producing specif docs fur dscvy shll be exped by grtg pltf til 4-7-81 to fi mot to cmpl, grtg defts til 4–13–81 to oppose mot, w/hrg on mot to be set for 4-17-81, 10 am & fur ORD tht defts shll be required by 4-1-81 to ans any interrog & to prod any doc which specific objectn is not tkn; cnsl for pltf to prep Crt's frml ord in accord w/L/R 7(a). Cpy to LEW
3–13–81	173.	Fld pltf's memo in oppo to mot to reconsid & vacate discvy ord.
3–18–81		LODGED pltf's prop ord
	174.	Fld pltf's decl of Delilah A. Phiefer re svc of sms & cmplt
3–20–81	175.	Fld deft's NOTC OF APPEAL to 9th Cir C/A frm Jdgmt ent 2–18–81 $70.00 fldng & docket fees pd.
3–18–81	176.	Fld ORD (P) tht defts Bank Melli Iran, the Bank of Iran & the Middle East, Bank of Tehran & Distributors Cooperative Credit Bank ans interrogs on or bf 4-1-81 & prod

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		docs; pltf may file mot cmplg dscvy as to any interrogs unans or docs not produced on or bf 4-7-81. Certain bnk defts shll fi their oppo on or bf 4-13-81. Hrg on said mot to be hld 4-17-81, 10 am, Crtrm L.
3–30–81	177.	Fld Appellants' ntc of rqst to prep & file Reporter's trans of prcdngs.
3–25–81	178.	Fld ORD the mot deft AEOI is Denied.
4–1–81	179.	Fld Bank defts' rsp to dscvry.
4–7–81	180.	Fld plf's ntc of mot & mot, rtnble 4/17/81, 10 am, to ent dflt jdgmt, or in alt for other sanctions, etc.
4–13–81	181.	Fld pltf's x-desig of rptr's transcr
	182.	Fld certain bank defts memo of P&A in oppo to mot to enter dflt jdgmt.
4–14–81	183.	Fld cert Bank defts' proof of servc of memo of p/a.
4–15–81	184.	Fld pltf's reply memo in suppt of motn to enter default jdgmt, or alternatively for other sanctions purs to Rule 37
3–12–81	185.	Corrected MIN ORD: Hrg on pltf's mot to cmpl dscvy fld 3-3-81 (#3). Crt hrs stmts of cnsl & govt's arg in suppt of rqst to stay procdngs & denies rqst. Crt GRTS motn to cmpl & ORD tht interrogs be ans & docs prod on or bf 4-1-81; fur ORD tht pltf's mot for sanctns is DENIED; tht if defts hv objectns to ans'g spec interrogs

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		or prod of docs, furthr dscvy shll be expedited by grtg pltf to 4–7–81 to fi mot to compl, defts to 4–13–81 to oppose, w/hrg on mot set for 4–17–81, 10 am; fur ORD tht defts shll be rquired by 4–1–81 to ans any interrog & to prod any doc to which specific objectn is not tkn. & Fur ORD tht pltf's cnsl prep Crt's frml ord
4–23–81		LODGED certain bank defts prop ord on dscvy mttr.
4–17–81	186.	MIN ORD: Hrg on pltf's motn for sanctns, DENIED & govt's rqst to stay procdng Crt ORDS cnsl for defts to prep frml ord
4–23–81	187.	Fld Notc of flg of Mag's R&R & the lodgng of prop jdgmt
	188.	Fld R&R (P) tht jdgmt by deflt be ent in fav of pltf & agnst certain bnk deft
	189.	Fld certain bnk defts proof of svc of prop ord on dscvy mttr
5–6–81	190.	Fld certain bank defts stmt of objectns to prop fndgs & recom of Mag. Penne to ent deflt jdgmt; & memo of P&A in suppt thereof
	191.	Fld ORD (P) re dscvy mttr, denying pltf's motn for monetary sanctns.
5–8–81	192.	Fld certain bnk defts suppl auth in suppt of stmt of objectns to prop fndgs & recomm of Mag. Penne to ent deflt jdgmt

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Date		*Proceedings*
	193.	Fld certain bnk defts notc of motn to reconsid prop fndgs & recommendatns of Mag. Penne to ent deflt jdgmt; & stmt of objectns to prop fndgs & memo of P&A in suppt thereof, rtnbl 6-15-81, 9 am.
5–13–81	194.	Fld Stip & Ord (LEW) allowng intrventn by Govt & shrtng ti for notc of motn to stay jdgmt of 2-18-81 to 5-21-81, 9 am, to be fld on or bef 5-11-81.
5–8–81	195.	Fld special auth in suppt of stmt of objectns of certain bank defts to prop fndgs & recomm of Mag. Penne to ent deflt jdgmt
5–13–81	196.	Fld intervenor USA's notc of motn & motn to stay jdgmt, rtnbl 5–21–81.
5–7–81	197.	Fld USA's suggestion of intrst re stay of 2-18-81 jdgmt
5–18–81	198.	Fld pltf's memo in oppo to motn of U.S. to stay execution of jdgmt
	199.	Fld defts Atomic Energy Org of Iran & Islamic Republic of Iran's notc of joind in motn to stay enforcement of jdgmt

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

No. 79-04918 LEW (Px)

DAMES & MOORE, a partnership,

Plaintiff,

vs.

ATOMIC ENERGY ORGANIZATION OF IRAN, STATE AND GOVERNMENT OF IRAN, BANK MELLI IRAN, INDUSTRIAL CREDIT BANK, INDUSTRIAL AND MINING DEVELOPMENT BANK OF IRAN, INTERNATIONAL BANK OF IRAN, AGRICULTURAL DEVELOPMENT BANK OF IRAN, BANK MARKAZI IRAN, BANK OF TEHRAN AGRICULTURAL COOPERATIVE BANK OF IRAN, BANK BAZARGANI IRAN, BANK BIMEH IRAN, BANK IRANSHAHR, BANK DARIUSH, BANK KAR, THE BANK OF IRAN AND THE MIDDLE EAST, BANK OF OMRAN, BANK PARS, BANK RAFAH KARGARAN, BANK SADERAT IRAN, BANK SAKHTEMAN, BANK SANAYE IRAN, BANK SEPAH, BANK SHAHRYAR, BANQUE ETEBARATE IRAN, DEVELOPMENT AND INVESTMENT BANK OF IRAN, DISTRIBUTORS COOPERATIVE CREDIT BANK, THE FOREIGN TRADE BANK OF IRAN, IRANIANS' BANK, MORTGAGE BANK OF IRAN,

Defendants.

Plaintiff Dames & Moore, a partnership ("Plaintiff"), for its Complaint against defendants hereby alleges as follows:

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

PRELIMINARY ALLEGATIONS

1. Plaintiff is a general partnership doing business in several states of the United States and in several foreign countries, with principal offices located in Los Angeles, California. Plaintiff is engaged generally in the business of environmental and earth science consulting.

2. Defendant Atomic Energy Organization of Iran ("AEOI") is an agency and instrumentality of the State and Government of Iran as defined under 28 U.S.C. § 1603 (b) and, as such, is a foreign state as defined under 28 U.S.C. § 1603(a); AEOI is not a citizen of the State of California.

3. Defendant State and Government of Iran ("Iran") is a foreign state as defined under 28 U.S.C. § 1603(a).

4. Plaintiff is informed and believes, and based on such information and belief alleges, that defendants Bank Melli Iran, Industrial Credit Bank, Industrial and Mining Development Bank of Iran, International Bank of Iran, Agricultural Development Bank of Iran, Bank Markazi Iran, Bank of Tehran, Agricultural Cooperative Bank of Iran, Bank Bazargani Iran, Bank Bimeh Iran, Bank Iranshahr, Bank Dariush, Bank Kar, The Bank of Iran and The Middle East, Bank of Omran, Bank Pars, Bank Rafah Kargaran, Bank Saderat Iran, Bank Sakhteman, Bank Sanaye Iran, Bank Sepah, Bank Shahryar, Banque Etebarate Iran, Development and Investment Bank of Iran, Distributors Cooperative Credit Bank, The Foreign Trade Bank of Iran, Iranians' Bank, and Mortgage Bank of Iran, are either agencies or instrumentalities of Iran and, as such, are

foreign states as defined under 28 U.S.C. § 1603(a); said defendants are not citizens of the State of California.

5. Defendants are not immune from suit under the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. §§ 1602-1611, because of the Treaty of Amity, Economic Relations and Consular Rights between the United States and Iran, 8 U.S.T. 899 (1957), and because of the commercial nature of the activity of defendants that gives rise to this action and the acts, and direct effects of acts, of the defendants in the United States.

6. Defendants are foreign states and agencies or instrumentalities of foreign states, not immune from suit, and jurisdiction is conferred on this Court by 28 U.S.C. § 1330 (a).

7. Diversity of citizenship exists between the parties and the amount in controversy exceeds $10,000 exclusive of interest and costs; jurisdiction is, therefore, also conferred on this Court by 28 U.S.C. § 1332.

8. Venue is proper in this judicial district under 28 U.S.C. § 1391 because the Plaintiff resides in this judicial district, the defendants are aliens, a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this district, and, Plaintiff is informed and believes, defendants are doing business in this district.

9. At all times mentioned herein, AEOI was the agent and representative of Iran and, in doing the things hereinafter alleged, was acting within the scope of such agency.

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

10. Plaintiff is informed and believes, and based on information and belief alleges, that there exists, and at all times material hereto has existed, a unity of interest and ownership between Iran and all other defendants referred to above, such that any individuality and separateness between these entities have ceased and each of said defendants is the alter ego of Iran. Adherence to the fiction of separate existence of these defendants would promote injustice in that it would allow AEOI and Iran to wrongfully avoid the payment of their just obligations to Plaintiff.

11. Plaintiff owns, of record or beneficially, all of the equity in Dames & Moore International, S.R.L., a Venezuelan limited liability company ("Dames").

12. Dames is a party to a written contract with AEOI concerning site studies for a proposed nuclear power plant in Iran (the "Contract"). The Contract succeeded a prior Letter of Intent between the same parties dated July 16, 1977 (the "Letter of Intent").

13. Dames has assigned all of its right, title and interest under the Contract and the Letter of Intent to Plaintiff.

14. Plaintiff brings this action as assignee of Dames and, being the sole owner of Dames, as the real party in interest in any dispute between Dames and the defendants. For convenience the term "Plaintiff" is used hereafter in this Complaint to include both Plaintiff Dames & Moore and its wholly-owned affiliate Dames & Moore International, S.R.L.

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

FIRST CAUSE OF ACTION

(Breach of Contract)

15. Plaintiff incorporates herein by reference the allegations of Paragraphs 1 through 14 hereof.

16. On or about July 16, 1977, Plaintiff and AEOI entered into the Letter of Intent.

17. On or about December 8, 1977, Plaintiff and AEOI entered into the Contract, which superseded the Letter of Intent.

18. The Contract (and the superseded Letter of Intent) between Plaintiff and AEOI provided, *inter alia*, as follows:

a. Plaintiff agreed to perform certain site validation studies and certain other professional services in connection with a proposed nuclear power plant to be constructed by, or on behalf of, AEOI;

b. AEOI agreed to pay Plaintiff certain charges for said services in response to invoices to be rendered by Plaintiff; the specific charges payable were set forth in the Contract;

c. Any of Plaintiff's invoices, not disapproved by AEOI within sixty (60) days, were deemed approved; and

d. Plaintiff's approved invoices would bear interest at the rate of six percent (6%) per annum after one hundred five (105) days.

19. In accordance with the terms of the Contract and Letter of Intent, during the period July 16, 1977 to June 30,

1979, Plaintiff performed services for AEOI and rendered to AEOI invoices setting forth the amounts due for such services under and in accordance with the terms of the Contract.

20. For services rendered during said period, Plaintiff submitted invoices to AEOI (net of credit invoices) for services performed under the Contract totalling $7,090,-831.19. Of this sum, $3,654,136.89 has been paid; and $3,436,694.30 remains unpaid.

21. Of the $3,436,694.30 which remains unpaid under the Contract, AEOI has disapproved $1,347,767.24. The remaining $2,088,927.06 has been approved (or was first disapproved and later approved) but has not been paid.

22. In disapproving $1,347,767.24 of Plaintiff's invoices, AEOI acted unreasonably, arbitrarily, capriciously, and without any justification. Plaintiff's services reflected in said invoices were properly rendered and billed in accordance with contract rates; and their reasonable value was no less than the amounts billed.

23. On June 30, 1979, AEOI sent notice of termination of the Contract to Plaintiff. (The Contract provided that it could be terminated at any time by AEOI for its own convenience.) Certain costs of termination, authorized under the contract to be billed to AEOI, are included in the invoice amounts set forth in Paragraphs 20 and 21 above.

24. Plaintiff has demanded of AEOI that it pay all outstanding invoices of Plaintiff, as well as interest there-

on as provided in the Contract. In addition, Plaintiff has demanded of AEOI that it pay certain costs in excess of $40,000 incurred by Plaintiff in defending against a meritless warranty claim asserted against Plaintiff. Under the Contract, Plaintiff is entitled to be reimbursed for said costs.

25. AEOI has breached the Contract by failing and refusing and continuing to fail and refuse to pay the amounts due under the Contract as set forth above.

26. Plaintiff has performed all covenants, conditions, and promises required of it on its part to be performed under the Contract in accordance with the terms and conditions thereof.

27. By letter dated July 23, 1979, revised August 1, 1979, Plaintiff requested, as provided in the Contract, a meeting with AEOI within thirty (30) days for purposes of agreeing on a final settlement of all matters relating to the Contract. AEOI has continually postponed said meeting and obviously does not intend that it take place.

28. As a direct and proximate result of AEOI's breaches of the Contract, Plaintiff has suffered damages, as of December 1, 1979, in the amount of $3,584,188.87, consisting of (1) $3,436,694.30 in unpaid invoices for services, (2) $107,494.57 in interest on approved but unpaid invoices (except for ten percent of certain of such invoices, which ten percent AEOI was entitled to defer paying until the end of the Contract) at the contractual rate of 6% per annum from one hundred five (105) days after submission of each invoice until December 1, 1979, and (3) $40,000 in

unreimbursed costs to defend the meritless warranty claim referred to in Paragraph 24 above.

29. Interest on Plaintiff's unpaid invoices (including the ten percent deferrals now due) at the contractual rate of 6% accrues after December 1, 1979, at a rate of $564.94 per day.

30. Plaintiff is entitled to recover judgment from defendants, and each of them, for the damages set forth in Paragraphs 28 and 29 hereof.

SECOND CAUSE OF ACTION

(Account Stated)

31. Plaintiff hereby incorporates by reference herein Paragraphs 1 through 30 hereof.

32. By invoices and correspondence between November 5, 1977 and August 1, 1979, accounts were stated in writing between Plaintiff and AEOI, on the basis of which there was found due and owing from AEOI to Plaintiff the sum of $7,189,329.44, of which sum AEOI has paid $3,654,136.89 and of which $3,535,192.55 remains unpaid.

33. Plaintiff has requested that AEOI pay said sum, but AEOI has not paid the same and refuses to do so.

34. There is now due, owing, and unpaid to Plaintiff from AEOI and the other defendants herein the sum of $3,535,192.55 plus prejudgment interest at the legal rate.

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

THIRD CAUSE OF ACTION

(Work, Labor, and Materials)
(Agreed Price)

35. Plaintiff incorporates herein by reference Paragraphs 1 through 30 hereof.

36. Within four years last past, AEOI became indebted to Plaintiff in the sum of $3,436,694.30 for professional services rendered and materials furnished by Plaintiff to AEOI at the special instance and request of AEOI, and for which AEOI agreed to pay said sum, which sum was reasonable.

37. No part of said sum has been paid; demand therefor has been made by Plaintiff and refused by AEOI, and there is now due, owing, and unpaid to Plaintiff from AEOI and the other defendants herein the sum of $3,436,694.30 plus prejudgment interest at the legal rate.

FOURTH CAUSE OF ACTION

(Work, Labor, and Materials)
(Reasonable Value)

38. Plaintiff incorporates herein by reference Paragraphs 1 through 30 hereof.

39. Within four years last past, AEOI became indebted to Plaintiff in the sum of $3,436,694.30 for professional services rendered and materials furnished by Plaintiff to AEOI at the special instance and request of AEOI, for

which AEOI agreed to pay a reasonable sum. $3,436,694.30 is a reasonable sum for said services and materials.

40. No part of said sum has been paid; demand therefor has been made by Plaintiff and refused by AEOI, and there is now due, owing, and unpaid to Plaintiff from AEOI and the other defendants the sum of $3,436,694.30 plus prejudgment interest at the legal rate.

WHEREFORE, Plaintiff prays for judgment against defendants as follows:

1. For judgment on Plaintiff's first cause of action in the amount of $3,584,188.87 plus contractual interest at the rate of $564.94 per day for each day from December 1, 1979 to the date of judgment herein;

2. For judgment on Plaintiff's second cause of action in the amount of $3,535,192.55 plus prejudgment interest at the legal rate;

3. For judgment on Plaintiff's third cause of action in the amount of $3,436,694.30 plus prejudgment interest at the legal rate;

4. For judgment on Plaintiff's fourth cause of action in the amount of $3,436,694.30 plus prejudgment interest at the legal rate;

5. For costs of suit; and

6. For such other and further relief as this Court deems just and proper.

Dated: December 17, 1979

TUTTLE & TAYLOR, Incorporated
MERLIN W. CALL
C. STEPHEN HOWARD
JEFFREY M. HAMERLING

/s/ C. STEPHEN HOWARD
C. Stephen Howard, *a member of the law firm of Tuttle & Taylor Incorporated, Attorneys for Plaintiff*

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

VERIFICATION

STATE OF CALIFORNIA

County of Los Angeles

I, the undersigned, say:

I have read the foregoing complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor, and Materials and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☐ an officer ☒ a partner ..... ☐ a .....
..... of Dames & Moore .....
.....
a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in it are true.

☐ I am one of the attorneys for .....
....., a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason: I am informed and believe and on that ground allege that the matters stated in it are true.

Executed on December , 1979, at Los Angeles, California.

Complaint of Plaintiff Dames & Moore for Breach of Contract, Account Stated, and Work, Labor and Materials

I declare under penalty of perjury that the foregoing is true and correct.

JAMES B. THOMPSON
(Signature)

Excerpts from Agreement Dated December 8, 1977

CONTRACT FOR

SITE VALIDATION AND

ENVIRONMENTAL STUDIES

BETWEEN

ATOMIC ENERGY ORGANIZATION OF IRAN

AND

DAMES & MOORE INTERNATIONAL, S.R.L.

THIS AGREEMENT, made and entered into this 8th day of December, 1977 by and between the Atomic Energy Organization of Iran ("AEOI") an agency of the Imperial Government of Iran, having its head office at Zahed Avenue, Tehran, Iran, as party on the one part and Dames & Moore International, S.R.L. ("Consultant") registered in Tehran, Iran with the registration number 445, having its head office at Vanak, Molla Sadra St., No. 7, Shiraz St., Tehran, Iran, as party on the other part.

• • •

2.3 *Place of Performance*

The Services shall be partly performed in Iran and partly outside Iran.

Consultant shall do its best to perform as much of the Services as possible in Iran, and shall use its facilities outside Iran only when necessary.

• • •

Excerpts from Agreement Dated December 8, 1977

IN WITNESS WHEREOF, the parties hereto have offered their signatures and seals:

ATOMIC ENERGY ORGANIZATION OF IRAN

By: A. A. NOWROOZI

DAMES & MOORE INTERNATIONAL S.R.L.

By: YAHYA ESKANDARI

Findings of Fact and Conclusions of Law

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

No. CV 79-04918 LEW (Px)

DAMES & MOORE, a partnership,

Plaintiff,

vs.

ATOMIC ENERGY ORGANIZATION OF IRAN, STATE AND GOVERNMENT OF IRAN, BANK MELLI IRAN, INDUSTRIAL CREDIT BANK, INDUSTRIAL AND MINING DEVELOPMENT BANK OF IRAN, INTERNATIONAL BANK OF IRAN, AGRICULTURAL DEVELOPMENT BANK OF IRAN, BANK MARKAZI IRAN, BANK OF TEHRAN AGRICULTURAL COOPERATIVE BANK OF IRAN, BANK BAZARGANI IRAN, BANK BIMEH IRAN, BANK IRANSHAHR, BANK DARIUSH, BANK KAR, THE BANK OF IRAN AND THE MIDDLE EAST, BANK OF OMRAN, BANK PARS, BANK RAFAH KARGARAN, BANK SADERAT IRAN, BANK SAKHTEMAN, BANK SANAYE IRAN, BANK SEPAH, BANK SHAHRYAR, BANQUE ETEBARATE IRAN, DEVELOPMENT AND INVESTMENT BANK OF IRAN, DISTRIBUTORS COOPERATIVE CREDIT BANK, THE FOREIGN TRADE BANK OF IRAN, IRANIANS' BANK, MORTGAGE BANK OF IRAN,

Defendants.

~~[Proposed]~~ *LEW*

The Motion of Plaintiff Dames & Moore ("Plaintiff") for Summary Judgment against Defendants Atomic Energy

Findings of Fact and Conclusions of Law

Organization of Iran ("AEOI") and State and Government of Iran ("Iran") having come on for hearing on Tuesday, February 17, 1981, at 9:00 a.m. and the Court having considered the papers filed by the parties and having heard the arguments of counsel; and the Court having granted said motion, the Court now makes the following findings of fact and conclusions of law in connection therewith:

FINDINGS OF FACT

1. Plaintiff is a general partnership doing business in several states of the United States and in several foreign countries, with principal offices located in Los Angeles, California. Plaintiff is engaged generally in the business of environmental and earth science consulting.

2. The AEOI is an agency and instrumentality, and an agent, of Iran. In doing the acts herein, the AEOI acted as an agent of Iran.

3. The AEOI was served with process in this action on June 8, 1980, by compliance with this Court's Order regarding alternative service dated April 3, 1980, issued under 28 U.S.C. Section 1608(b)(3)(C).

4. Iran was served with process in this action on or about September 23, 1980, under the provisions of 28 U.S.C. Section 1608(a)(4).

5. The acts of the AEOI and Iran upon which this action is based were in connection with commercial activities of the AEOI and Iran and caused direct effects in the United States.

6. A substantial part of the events or omissions giving rise to Plaintiff's claims herein occurred in the Central District of California.

7. The United States terminated diplomatic relations with Iran on April 7, 1980, ~~and currently does not recognize any government in Iran.~~ *LEW*

LEW

8. No properly credentialed diplomatic representative of Iran has asserted any claim of immunity in this action on behalf of the AEOI or Iran.

9. Plaintiff owns and controls Dames & Moore International, S.R.L., a Venezuelan limited liability company ("Dames"). From 1964 to 1979 Plaintiff did business with Iran, including the business that is the subject of this action, through Dames.

10. On or about July 16, 1977, the AEOI and Plaintiff, through Dames, entered into a Letter of Intent.

11. On or about December 8, 1977, the AEOI and Plaintiff, through Dames, entered into a written contract (the "Contract") on the same subject, which superseded the Letter of Intent.

12. Plaintiff was the real party in interest in negotiating and performing the Contract (and the Letter of Intent) and in bearing the burden of its breach and is referred in these findings as the contracting and performing party.

13. On November 30, 1979, Dames assigned to Plaintiff all of Dames' claims arising out of work done for the AEOI.

14. The Contract between Plaintiff and the AEOI provided, *inter alia*, as follows:

a. Plaintiff agreed to perform certain site validation studies and certain other professional services in connection with a proposed nuclear power plant to be constructed by, or on behalf of, the AEOI (Section 2.1);

b. The AEOI agreed to pay Plaintiff certain charges for said services in response to invoices to be rendered by Plaintiff; the specific charges payable were set forth in the Contract (Section 8.1);

c. Any of Plaintiff's invoices, not objected to by the AEOI within sixty (60) days, were deemed approved (Section 8.2.3.1); and

d. Plaintiff's approved invoices would bear interest at the rate of six percent (6%) per annum after one hundred five (105) days (Section 8.2.3.2).

15. During the period July 16, 1977 to June 30, 1979, Plaintiff performed services, and incurred costs, for the AEOI in accordance with the terms of the Contract and the Letter of Intent. From time to time Plaintiff rendered invoices to the AEOI, setting forth the amounts due for such services and costs under, and in accordance with, the terms of the Contract.

16. For services rendered and costs incurred under the Contract and Letter of Intent during said period, Plaintiff submitted invoices to AEOI (net of credit invoices) totalling $7,090,831.19. Of this sum, $3,653,278.17 has been paid by the AEOI; and $3,437,553.02 remains unpaid.

17. Of the $3,437,553.02 which remains unpaid under the Contract, AEOI has objected to items totalling

$1,347,767.24. The other $2,089,785.78 was approved by the AEOI or deemed approved under the Contract (or was first objected to and later approved) but still has not been paid.

18. In objecting to $1,347,767.24 of Plaintiff's invoices, the AEOI acted without cause. Plaintiff's services and costs reflected in said invoices were properly rendered and incurred and were billed in accordance with the Contract rates. Their reasonable value was no less than the amounts billed.

~~19. Plaintiff also incurred costs in excess of $40,000 in defending against a meritless warranty claim asserted against Plaintiff by the AEOI.~~ *LEW*

20. Section 10.2 of the Contract provided that Plaintiff's cost of defending a meritless warranty claim by the AEOI would be borne by the AEOI.

21. Section 9.2.3 of the Contract provided that the AEOI could terminate the Contract for its own convenience at any time.

22. On June 30, 1979, the AEOI sent notice of termination of the Contract to Plaintiff. Certain costs of termination, authorized under Section 9.6 of the Contract to be billed to the AEOI, are included in the invoice amounts set forth in the findings above.

23. Plaintiff has demanded payment of its outstanding invoices plus interest and reimbursement of its warranty defense costs.

24. The AEOI has failed and refused to pay the amounts due under the Contract as set forth above.

25. Plaintiff has attempted unsuccessfully to resolve its dispute with the AEOI by amicable discussion.

26. Interest on Plaintiff's unpaid invoices (allowing for deferral of certain invoices until the end of the Contract as provided in Section 8.2.6 of the Contract) at the contractual rate of 6% per annum from one hundred five (105) days after submission of each invoice until January 31, 1981, is $351,377.77.

27. Daily interest on Plaintiff's unpaid invoices at 6% per annum is $565.07 per day.

28. The foregoing findings of fact, to the extent that they are conclusions of law, shall be regarded as conclusions of law.

CONCLUSIONS OF LAW

29. Iran is a foreign state as defined in 28 U.S.C. Section 1603(a).

30. The AEOI is an agency and instrumentality of Iran as defined in 28 U.S.C. Section 1603(b) and, as such, is a foreign state as defined in 28 U.S.C. Section 1603(a).

~~31. Iran is not currently entitled to immunity from suit in United States courts.~~ *LEW*

32. A claim of sovereign immunity can be asserted only *LEW*
by an appropriately credentialed diplomatic representative of the sovereign, not by a private attorney.

33. Iran waived immunity from this suit for itself and for the AEOI in Article XI, Paragraph 4 of the Treaty of Amity, Economic Relations and Consular Rights between Iran and the United States, 8 U.S.T. 899 (1957).

34. Neither the AEOI nor Iran is immune from suit herein by virtue of the provisions of 28 U.S.C. Section 1605(a)(2).

35. Neither the AEOI nor Iran is immune from suit herein by virtue of the provisions of 28 U.S.C. Section 1605(a)(2).

36. The Court has subject matter jurisdiction over this action and personal jurisdiction over the AEOI and Iran under 28 U.S.C. Section 1330.

37. Venue of this action is proper in the Central District of California under 28 U.S.C. Section 1391(f).

38. The AEOI breached the Contract by failing and refusing, and continuing to fail and refuse, to pay the amounts due under the Contract as set forth in the findings above.

39. Plaintiff has performed all covenants, conditions and promises required of it on its part to be performed under the Contract in accordance with the terms and conditions thereof.

40. As a direct and proximate result of the AEOI's breaches of the Contract, Plaintiff has suffered damages, as of January 31, 1981, in the amount of $3,828,930.79, consisting of $3,437,553.02 in unpaid invoices, $351,377.77 in interest thereon at the Contract rate of six percent per

annum, and $40,000 in unreimbursed warranty defense costs.

41. Plaintiff is entitled to judgment against the AEOI and Iran on its first cause of action in the amount of $3,828,930.79 plus $565.07 per day after January 31, 1981.

42. Within four years of the filing of the complaint herein, accounts were stated in writing between Plaintiff and the AEOI, on the basis of which there was found due and owing from the AEOI to Plaintiff the sum of $5,743,-063.95, of which sum the AEOI has paid $3,653,278.17 and of which $2,089,785.78 remains unpaid.

43. Plaintiff is entitled to judgment against the AEOI and Iran on its second cause of action in the amount of $2,089,785.78 plus interest at the legal rate.

44. Within four years last past, the AEOI became indebted to Plaintiff in the sum of $3,437,553.02 for professional services rendered, costs incurred and materials furnished by Plaintiff to the AEOI at the special instance and request of the AEOI and for which the AEOI agreed to pay said sum, which sum was reasonable.

45. Plaintiff is entitled to judgment against the AEOI and Iran on its third cause of action in the amount of $3,437,553.02 plus interest at the legal rate.

46. Within four years last past, the AEOI became indebted to Plaintiff in the sum of $3,437,553.02 for professional services rendered, costs incurred and materials furnished by Plaintiff to the AEOI at the special instance and request of the AEOI, for which the AEOI agreed to pay a reasonable sum.

47. A reasonable sum for said services, costs and materials is $3,437,553.02.

48. Plaintiff is entitled to judgment against the AEOI and Iran on its fourth cause of action in the amount of $3,437,553.02 plus interest at the legal rate.

49. The foregoing conclusions of law, to the extent that they are findings of fact, shall be regarded as findings of fact.

Dated: February 18, 1981

/s/ LAUGHLIN E. WATERS
Laughlin E. Waters
United States District Judge

Presented By:

TUTTLE & TAYLOR Incorporated
MERLIN W. CALL
C. STEPHEN HOWARD
WILLIAM C. SCHWEINFURTH
JEFFREY M. HAMERLING

/s/ C. STEPHEN HOWARD
C. Stephen Howard, a member of the law firm of TUTTLE & TAYLOR Incorporated, *Attorneys for Plaintiff Dames & Moore*

Notice of Entry

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

No. CV 79-04918 LEW (Px)

DAMES & MOORE,

Plaintiff(s),

vs.

ATOMIC ENERGY ORGANIZATION OF IRAN, *et al.*,

Defendant(s).

To the Above Named Parties and
To Their Attorney(s) of Record:

You are hereby notified that Judgment Against Defendants Atomic Energy Organization of Iran and State and Government of Iran in the above entitled case was entered in the docket on February 18, 1981.

You are also notified that if this case was tried and you introduced exhibits into evidence, they must be claimed at this office *after* the expiration of thirty days from the receipt of this notice. (After *sixty* days in cases in which the United States, its officers or agencies were parties) Unless they are claimed within thirty days after the expiration of the above period, they will be destroyed pursuant to Local Rule 20(a). If an appeal is taken they will, of course, be held until the Appellate Court finally determines the matter. Exhibits which are attached to a pleading will not be destroyed but will remain as a permanent record in the case file.

Notice of Entry

CERTIFICATE OF MAILING

I, EDWARD M. KRITZMAN, Clerk, United States District Court, Central District of California, and not a party to the within action, hereby certify that on February 18, 1981, I served a true copy of this notice of entry on the parties in the within action by depositing true copies thereof, enclosed in sealed envelopes, in the United States Mail in the United States Post Office mail box at Los Angeles, California, addressed as follows:

C. Stephen Howard
609 S. Grand Avenue
Los Angeles, CA 90017

Simon Taylor
Rabinowitz, Boudin & Standard
30 E. 42nd St., Rm. 1610
New York, NY

Chris Gasparich
1939 Harrison Street
Oakland, CA 94612

Peter Strong
555 S. Flower St., Ste. 4310
Los Angeles, CA 90071

Michael D. Koomer
1800 Avenue of the Stars
Ste. 500
Los Angeles, CA 90067

AUSA Dzintra Janavs
Civil Division

Daniel P. Levitt
919 Third Avenue
New York, NY 10022

EDWARD M. KRITZMAN,
Clerk

By /s/ MAY Y. DAO
Deputy Clerk

Judgment Against Defendants Atomic Energy Organization of Iran and State and Government of Iran

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

No. CV 79-04918 LEW (Px)

DAMES & MOORE, a partnership,

Plaintiff,

v.

ATOMIC ENERGY ORGANIZATION OF IRAN, STATE AND GOVERNMENT OF IRAN, BANK MELLI IRAN, INDUSTRIAL CREDIT BANK, INDUSTRIAL AND MINING DEVELOPMENT BANK OF IRAN, INTERNATIONAL BANK OF IRAN, AGRICULTURAL DEVELOPMENT BANK OF IRAN, BANK MARKAZI IRAN, BANK OF TEHRAN, AGRICULTURAL COOPERATIVE BANK OF IRAN, BANK BAZARGANI IRAN, BANK BIMEH IRAN, BANK IRANSHAHR, BANK DARIUSH, BANK KAR, THE BANK OF IRAN AND THE MIDDLE EAST, BANK OF OMRAN, BANK PARS, BANK RAFAH KARGARAN, BANK SADERAT IRAN, BANK SAKHTEMAN, BANK SANAYE IRAN, BANK SEPAH, BANK SHAHRYAR, BANQUE ETEBARATE IRAN, DEVELOPMENT AND INVESTMENT BANK OF IRAN, DISTRIBUTORS COOPERATIVE CREDIT BANK, THE FOREIGN TRADE BANK OF IRAN,

Defendants.

Date: February 17, 1981

Time 9:00 A.M.

Judgment Against Defendants Atomic Energy Organization of Iran and State and Government of Iran

The Motion of Plaintiff Dames & Moore ("Plaintiff") for Summary Judgment against Defendants Atomic Energy Organization of Iran ("AEOI") and State and Government of Iran having come on for hearing on Tuesday, February 17, 1981, at 9:00 A.M. and the Court having considered the papers filed by the parties and having heard the arguments of counsel; and the Court having made findings of fact and conclusions of law, and good cause appearing;

IT IS HEREBY ORDERED that the Motion of Plaintiff for Summary Judgment against Defendants AEOI and Iran is granted; and

IT IS FURTHER ADJUDGED, ORDERED, and DECREED that:

1. Plaintiff shall have judgment against defendants AEOI and the State and Government of Iran (or any other name by which the State and Government of Iran refers to itself, including, but not limited to the Islamic Republic of

Iran) in the amount of ~~$3,820,~~930.79 (which amount includes interest to January 31, 1981 at the contract rate of six percent in the amount of $351,377.77) plus interest after January 31, 1981 at the contract rate of six percent in the amount of $565.07 per day.

2. There is no just reason for delay in entering final judgment and therefore, the Court expressly directs that final judgment be entered pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Dated: February 18, 1981

/s/ LAUGHLIN E. WATERS
Laughlin E. Waters
United States District Judge

Judgment Against Defendants Atomic Energy Organization of Iran and State and Government of Iran

Presented By:

TUTTLE & TAYLOR Incorporated
MERLIN W. CALL
C. STEPHEN HOWARD
WILLIAM C. SCHWEINFURTH
JEFFREY M. HAMERLING

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C. STEPHEN HOWARD, *a member of the law firm of Tuttle & Taylor Incorporated, Attorneys for Plaintiff*

I hereby attest and certify on February 18, 1981, that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

By /s/ MAY Y. DAO, Deputy